

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X		
CANTONE & CO. INC.,	:	07 Civ. 6602 (PKL)
	:	
Plaintiff,	:	ECF CASE
	:	
- against -	:	
	:	
SEAFRIGO a/k/a SEAFRIGO	:	
MARSEILLE	:	
	:	
Defendant.	:	
-----X		

**DECLARATION OF RETO E. CANTONE**

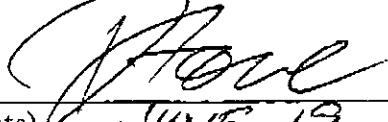
Reto E. Cantone declares under penalty of perjury of the laws of the United States of America as follows:

1. I am the Founder, President and CEO of Cantone & Co. Inc. ("Cantone") and Plaintiff against SEAFRIGO a/ka/ SEAFRIGO MARSEILLE ("Seafigo"), Defendant.
2. I declare that I did not have any prior dealings with SEAFRIGO. SEAFRIGO was highly recommended by partners as a reliable professional company experienced with shipping of goods and frozen fine foods from Europe to the U.S. I personally interviewed SEAFRIGO and met with their principals and was assured that they would take care of everything, including insurance and shipping. Based on that assurance, I entrusted them with our first shipment of frozen baked goods, from France to New York. I informed the principals of our lack of international commercial shipping dealings and asked them to care of any and all necessary business, and inform us what needs to be done. I was further assured that their U.S. office would handle all of the logistic and that Cantone & Co, would not need to be concerned. All correspondence and dealings therefore were through their U.S. office.

3. However, SEAFRIGO failed to inform, or provide us with necessary documents of all the terms and conditions under the Bill of Lading. I further content that we never received the Front or the back side bill of lading from The Hatsu Marine ("Hatsu").
4. The only document which Cantone received by fax as was a poorly legible copy of the front page of a Bill of Lading, dated September 20, 2006 from Seafrigo Marseille. Cantone has never received any other documentation from either Seafrigo USA or Seafrigo France. *A copy of this bill of lading is attached hereto as Exhibit A.*
5. Cantone never received a copy of the reverse side of the bill of lading which allegedly contains a French forum selection clause.
6. Further Cantone was never informed by Seafrigo or Seafrigo U.S.A., either verbally or in writing, of the terms and conditions of the shipment, including the French forum selection clause.
7. As to the value of the goods, SEAFRIGO was well informed of the cost of the goods and was asked to insure adequately any potential loss to the goods. Seafrigo failed to do this as well.
8. Through Seafrigo's gross negligence in controlling the shipper "HATSU", Seafrigo has caused irreparable damage to Cantone & Co, through the loss of goods, cost of storage, cost of inspection, as well as the loss of business, particular since this was our first shipment and we had willing and able clients to purchase the goods.

I declare under penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Executed at New York, NY on June 19, 2008

  
\_\_\_\_\_  
(Date) JUNE 19, 2008